

HON. JOHN C. COUGHENOUR

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

VICTOR WASHINGTON,

Plaintiff,

vs.

STARBUCKS CORPORATION,

Defendant.

No. C08-1144 JCC

NOTE DATE: July 10, 2009

**DECLARATION OF VICTOR
WASHINGTON SUPPORTING
PLAINTIFF'S OPPOSITION TO
ATTORNEY LIEN CLAIMANT
"MOTION REGARDING
ATTORNEY'S LIEN"**

VICTOR WASHINGTON, under penalties of perjury under the laws of the State of Washington, declares and certifies as follows:

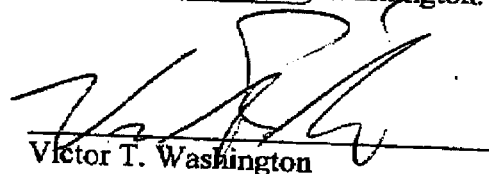
1. I am the Plaintiff in this case, I am above the age of 18 and I have personal knowledge of the matters set forth in this declaration. I make this declaration in support of my response opposition to attorney lien claimant's Motion Regarding Attorney's Lien.
2. I have read the contents of the response opposition to attorney lien claimant's Motion Regarding Attorney's Lien and know the contents thereof to be true and accurate to the best of my knowledge and belief.

**DECLARATION OF VICTOR WASHINGTON
SUPPORTING PLAINTIFF'S OPPOSITION TO
ATTORNEY LIEN CLAIMANT "MOTION
REGARDING ATTORNEY'S LIEN" - 1 of 2**

LAW OFFICES
MICHAEL R. CARYL, P.S.
A PROFESSIONAL SERVICES CORPORATION
18 West Mercer Street, Suite 400
Seattle, Washington 98119
Phone: (206) 378-4125 Fax: (206) 378-4133
michaelc@michaelcaryl.com

- 1 3. A true and correct copy of the Fee Agreement I signed with the Frank Freed law firm is
2 attached hereto as **Exhibit A**.
3
4 4. A true and correct copy of an email from the Frank Freed Bookkeeper confirming
5 amounts that I already paid to Frank Freed law firm is attached hereto as **Exhibit B**.

6 DATED this 6 day of July, 2009 in Seattle, Washington.

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9 Victor T. Washington

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**DECLARATION OF VICTOR WASHINGTON
SUPPORTING PLAINTIFF'S OPPOSITION TO
ATTORNEY LIEN CLAIMANT "MOTION
REGARDING ATTORNEY'S LIEN" - 2 of 2**

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EXHIBIT A

**LIMITED DURATION HOURLY FEE AGREEMENT
REGARDING VICTOR TERENCE WASHINGTON and STARBUCKS COFFEE COMPANY**

Victor Terence Washington, referred to as the "Client," hereby agrees to retain Joyce L. Thomas and the law firm of Frank Freed Subit & Thomas LLP, hereinafter referred to as the "Attorneys", in connection with his employment-related claims regarding his current employment at Starbucks (hereinafter referred to as "the case"). Client agrees to pay an attorneys' fees advance and costs advance of \$1,500.00. Client agrees that the \$1,500.00 shall be deposited into the Attorneys' client trust account, and fees and costs will be drawn against that account as incurred and billed.

In return for compensation on an hourly basis and compensation for expenses incurred on behalf of the Client, the Attorneys agree to provide advice and counsel, document review and analysis, client conferences, drafting of correspondence, legal research, and negotiations in an attempt to secure for the Client the following:

1. A transference from the Client's current position at Starbucks to a more desirable position where he will not be under the supervision of Mike Jackman; or, alternatively,
2. A separation package that the Client finds acceptable.

The Client understands that there is no legal requirement that Starbucks offer to him a job transfer or tender to him a separation package.

It is understood that the hourly time charges include, but are not limited to, time spent on: telephone conferences; office conferences; legal research (including the cost of on-line computer research); review of file materials and documents sent or received; negotiation services; drafting office memoranda and correspondence. Client will be billed at an hourly rate of \$350.00 for Joyce L. Thomas's time and at the usual hourly rate, which varies, for associates, or partner time. Client understands and agrees that work may be performed by other employees of the Attorneys, at the discretion of the Attorneys.

In addition to fees, Client is responsible for all costs that are incurred in the handling of this case. Those costs include, but are not limited to: costs associated with any necessary travel; postage; photocopying; facsimiles; and long-distance telephone expenses.

Monthly billings will be submitted to the Client reflecting hours worked and costs incurred. The fee advance shall be applied to the billings and credited to the Client. All monthly billings shall be due and payable upon receipt, unless otherwise agreed. Past due billings of longer than one (1) month shall accrue interest at 1% per month. Client understands that if any bill is not paid in full within the requisite time period, that the Attorneys reserve the right to take legal action to obtain the amount owing.

Client understands that the Attorneys reserve the right to decline further representation if he fails to pay any bill in a timely manner. Client also understands that the Attorneys reserve the

right to decline further representation at the expiration of this agreement. This agreement is effective immediately upon signature by both parties and will terminate upon completion of services as defined in the second paragraph of this agreement except that this contract may be terminated by either party by written notification to the other party of said termination. Such termination is effective upon receipt of the notification. If either Attorneys or the Client terminates this agreement before its expiration, the Client is still responsible for any outstanding attorneys' fees and costs. If the Attorneys terminate this agreement before its expiration, it will do so in a manner consistent with Rule 1.15 of the Rules of Professional Conduct. If at any time Attorneys determine that it is necessary to withdraw from representing Client, they may do so and may file an attorneys' lien based on the hours they have expended on Client's behalf at the usual hourly rate of those persons performing the work.

Pursuant to the Rules of Professional Conduct 1.2(c), the Attorneys limit the scope of representation to the issues directly related to the matters described in the second paragraph. By entering into this agreement, the Attorneys do not agree to represent Client in any litigation or arbitration proceeding without a separate and distinct fee agreement for such services.

The Client understands that a successful resolution of the case may have significant tax consequences for the Client. The Client understands that Attorneys are not tax advisors. The Client is advised to consult a tax advisor.

The Client further understands that Attorneys cannot guarantee a successful resolution of this matter.

Client agrees to inform the Attorneys of any change of contact information, such as his address and telephone number, while this agreement is in effect and the Client has an outstanding bill with the Attorneys. In addition, Client agrees that he will inform the Attorneys if he will not be receiving mail/messages from the contact location for any duration in excess of one (1) week.

The Attorneys have provided Client with an opportunity to ask any questions regarding this agreement and Client has informed the Attorneys that he understands its terms, and his ability to understand this agreement is not impaired in any way.

Your signature below means that you agree to be bound by the terms of this agreement.

DATED: May 17, 2007

DATED: 15 MAY 07

FRANK FREED SUBIT & THOMAS LLP

CLIENT:

BY: Joyce L. Thomas
JOYCE L. THOMAS, PARTNER

Victor T. Washington
VICTOR TERENCE WASHINGTON

Enclosure: Copy of RPC 1.2, 1.3, 1.4, 1.5, 1.6, 1.7 and 1.15

EXHIBIT B

--- On Fri, 5/15/09, Judy Olson <jolson@frankfreed.com> wrote:

From: Judy Olson <jolson@frankfreed.com>
Subject: FW: Attached Image
To: vterencew@yahoo.com
Cc: "Joyce Thomas" <jthomas@frankfreed.com>
Date: Friday, May 15, 2009, 8:16 AM

Mr. Washington –

Please find attached, per your request, copies of your May 07, June 07, July 07, Aug 07 and Feb 09 invoices.

The total you have paid to date from January 07 is \$48,435.33.

Judy

Judy Olson

Bookkeeper

Frank Freed Subit & Thomas LLP

705 Second Avenue , Suite 1200

Seattle, WA 98104

206-682-6711

jolson@frankfreed.com

From: Scanner@frankfreed.com [mailto:Scanner@frankfreed.com]

Sent: Friday, May 15, 2009 8:19 AM

To: Judy Olson

Subject: Attached Image

6/25/2009